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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 22nd day of May, 2008, between **Brian Panya**, a single person and **Tia Chea**, a single person, Lessor (whether one or more), whose address is: 5837 Lance Court, Haltom City, Texas 76148, and XTO Energy Inc., whose address is: 810 Houston

1. Lessor, in consideration of ten dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced form the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Tarrant, State of Texas, and is described as follows:

0.175 acres, more or less, out of the John N King Survey, Abstract No. 896 and being Lot 19, Block 3, of Tri Country Estates, first filing, an Addition to the City of Haltom City, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-78, Page 4, of the Plat Records of Tarrant County, Texas and being those same lands particularly described in a Warranty Deed with Vendor's Lien dated January 27, 2006 from Laura L. Capps, a single person to Brian Panya, a single person and Tai Chea, a single person, recorded thereof in Document No. D206033721, Deed Records, Tarrant County, Texas and amendments thereof, including streets, easements and alleyways adjacent thereto, and any riparian rights.

This is a non-development Oil, Gas and Mineral Lease, whereby Lessee, its successors or assigns, shall not conduct any operations, as defined herein, on the surface of said lands. However, Lessee shall have the right to pool or unitize said lands, or part thereof, with other lands to comprise an oil and/or gas development unit. It is the intention of Lessor to allow Lessee to explore for oil and/or gas without using the surface of Lessor's land. This clause shall take precedence over any references to surface operations contained within the preprinted portion of this

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or daimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain __175_ acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

- 2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years with no cessation for more than ninety (90) consecutive days.
- with no cessation for more than ninety (90) consecutive days.

 3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal 25% part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average case, to bear 25% of the cost of treating oil to render it marketable pipe line oil; D To pay Lessor or gas and casinghead gas produced from said land (1) when soid by Lessee 25% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee (1) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mineral and primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been were being conducted on said land for so long as said wells are shuf-in, this lease shall, nevertheless, continue in force as though operations occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of proce as if no shuf-in has deal market the minerals capable of proce as if no shuf-in has deal market the minerals capable of proce as if no shuf-in has deal market the minerals capable of proce as if no shuf-in has deal market the minerals capable of producing oil or gas, and all such wells are shuf-in, this lease shall, nevertheless, continue in force as though operations occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be required to significant of the well on the produced of the process of flow lines, separator, and lease tank, and shall not be required to significant or minerals capable of being produced from said wells, but in the exercise of such diligence, lesses shall not be
- assignment or this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage covined by each.

 4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, so as to contain not more than 80 surface acres plus 10% acreage tolerance; difficulties the following: from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the regular location, or for obtaining maximum allowable from any well to be diffield, drilling, or afready drilled, any such unit may be established or a fer entargement, are permitted or required under any governmental rule or order, for the drilling or operation of a well at a enlarged to conform to the size permitted or required under any governmental rule or order, for the drilling or operation of a well at a enlarged to conform to the size permitted or required under any governmental rule or order, for the drilling or operation of a well at a enlarged to conform to the size permitted or required by such governmental order or rule. Lessee shall exercise as dioption as to each desired unit effective as of the date provided for in said instrument or instruments and in which this lease is recorded. Such unit shall become effective on the date such instrument or instruments but if said instrument or instruments make no such provision, then such land the unit, or on other land unitized therewith. A unit established enterunder shall be varied for all purposes of this lease even though there may be mineral, royally, or leasehold interests in lands within the unit which are not effectively royalty, operations conducted on any part of such u

this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

- 5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
- 6. Whenever used in this lease the word "operations" shall mean operations for and/or any of the following: preparing the drillsite location and/or access road, drilling, testing, completing, reworking, recompleting, deepening, sidetracking, plugging back or repairing of a well in search whether or not in paying quantities.
- 7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
- 8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement change or division in the ownership of said land or of the royalties, or other moneys, or any part thereof, howsoever effected, of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no be binding upon the then record owner of this lease until sixty (60) days after there has been furnished to such record owner at his or its or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, supported by either originals court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
- 9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less that forty acres), existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such surface facilities necessary or convenient for current operations.
- 10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the moneys accruing from any part as to which this lease covers less than such full interest therein, then the royalties and other therein, if any, covered by this lease, bears to the whole and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease without regard to whether it is executed by all those named herein as Lessor.
- 11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.
- 12. Lessor agrees that this lease covers and includes any and all of Lessor's rights in and to any existing well(s) and/or wellbore(s) on said land, other than existing water wells, and for all purposes of this lease the re-entry and use by Lessee of any existing well and/or wellbore shall be deemed the same as the drilling of a new well.
- 13. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.
- 14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under said land or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on said land. lease, except as expressly stated.
- 15. The consideration paid for this lease shall also constitute consideration for an option to the Lessee, its successors and assigns, to extend the initial three (3) year primary term for a second two (2) year term. This option may be exercised anytime during the initial notice to Lessor of exercise of the option. In the event Lessee elects to exercise this option and makes the bonus payment provided for above, then all terms of this lease shall remain in full force and effect as if the original primary term was five (5) years.

IN WITNESS WHEREOF, this instrument is execu	ted on the date first above written
\mathcal{Q}_{r}	A STATE OF THE STA
Ducen Janne	Luc
LESSOR: Brian Panya	LESSOR: Tia Chea
a= T	LESSOR. Ha Chea
STATE OF <u>Texas</u> }	
COUNTY OF <u>Tarraut</u> } ss.	(ACKNOWLEDGMENT FOR INDIVIDUAL)
This instrument was acknowledged before me on the 22 day of May , 2018 by	
Brian Panya, a single person Tia Chea, a single person.	
	Signature House Charles Ferrant
BRYAN CHARLES FERRANT Notary Public, State of Texas My Commission Expires Morch 11, 2012	Notary Public Printed Bryan Charles Fernant